



**STATE OF TENNESSEE**  
**DEPARTMENT OF HEALTH**

JOHN J. DREYZEHNER, MD, MPH  
COMMISSIONER

BILL HASLAM  
GOVERNOR

April 26, 2018

Ms. Krista Lee, Director  
Fiscal Review Committee  
320 Sixth Avenue North  
Nashville, TN 37243

and

Mr. Mike Perry, Chief Procurement Officer  
Department of General Services  
Tennessee Tower, 3<sup>rd</sup> Floor  
Nashville, TN 37243

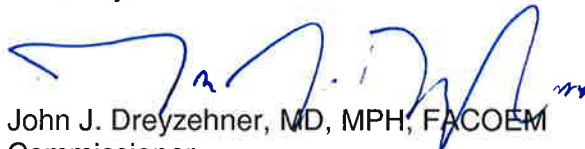
Dear Director Lee and CPO Perry:

The Department of Health requests approval to establish a three (3) year, with two (2) options to renew, sole-source contract for maintenance of Life Technologies 7500 thermocyclers. The estimated liability is \$398,464.56 for three years and \$664,107.60 if all options to renew are executed. The funding will be provided by state monies.

This request is for a service agreement to cover lab equipment the lab owns. This equipment is the only CDC recommended equipment for Polymerase Chain Reaction (PCR) testing. Some conditions the lab equipment tests for are influenza, norovirus, MRSA, and Neisseria meningitis. Health requires a service contract for the fifteen (15) instruments to ensure accurate testing. This contract will provide two (2) preventive maintenance visits per year and will cover the instruments in the event of an error or malfunction. Life Technologies Corp. is the manufacturer of the equipment, thus, the only vendor who can offer maintenance to manufacturer specifications.

We appreciate your approval to proceed with this contract and thank you for your consideration.

Sincerely,



John J. Dreyzehner, MD, MPH, FACOEM  
Commissioner

## Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Richard Steece	*Contact Phone:	615-262-6300
*Presenter's name(s):	Brandon Silby		
Edison Contract Number: <i>(if applicable)</i>	TBD	RFS Number: <i>(if applicable)</i>	
*Original or Proposed Contract Begin Date:	07/01/18	*Current or Proposed End Date:	06/30/2021
Current Request Amendment Number: <i>(if applicable)</i>			
Proposed Amendment Effective Date: <i>(if applicable)</i>			
*Department Submitting:		Health	
*Division:		Laboratory Services	
*Date Submitted:		04/26/18	
*Submitted Within Sixty (60) days:		Yes	
<i>If not, explain:</i>			
*Contract Vendor Name:		Life Technologies	
*Current or Proposed Maximum Liability:		398,464.56	
*Estimated Total Spend for Commodities:		398,464.56	
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY:18	FY:19	FY:20	FY:
\$132,821.52	\$132,821.52	\$132,821.52	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>			
FY:	FY:	FY:	FY:
\$	\$	\$	\$
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A	
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		N/A	
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A	

## Supplemental Documentation Required for Fiscal Review Committee


<b>*Contract Funding Source/Amount:</b>			
State:	100%	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		New contract	
<p>*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</p>		<p>Currently 13 of the 15 instruments are covered under the Specialty Underwriters contract. The additional instruments were declined coverage by SU due to the amount of money involved in the service of these instruments. Currently we paid \$9,373 per year per instrument (13) for a total of \$121,849.00. A direct contract with the manufacturer will cover 15 instruments at a cost of \$132,821.52 per year. It has been determined one contract for all 15 instruments would better serve the states’ interest and save state dollars. An overall savings of \$7,773.48 per year would be achieved. The cost was determined by the pricing supplied by Specialty Underwriters and the manufacturer, Life Technologies.</p>	
<p>*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.</p>		<p>Specialty Underwriters can provide coverage with a cost of \$9,373 per instrument. The state will save \$7,773.48 per year by establishing a contract directly with the manufacturer.</p>	

## Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

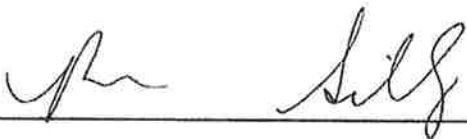
Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

<b>APPROVED</b>  <b>Michael F. Perry-CS</b> <small>Digitally signed by Michael F. Perry-CS  DN: cn=Michael F. Perry-CS,  o=CPO, ou=32101,  email=Chris.Salita@tn.gov, c=US  Date: 2018.01.31 12:48:40 -06'00'</small>	<b>APPROVED</b>   <b>COMPTROLLER OF THE TREASURY</b>
<b>CHIEF PROCUREMENT OFFICER</b>	<b>DATE</b>

<b>Request Tracking #</b>	<b>HL00000216</b>
<b>1. Contracting Agency</b>	<b>Health</b>
<b>2. Type of Contract or Procurement Method</b>	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
<b>3. Requestor Contact Information</b>	<b>Jim Gibson</b> <b>615 262-6303</b> <b>Jim.Gibson@tn.gov</b>
<b>4. Brief Goods or Services Caption</b>	<b>Service for 15 7500Fast DX systems.</b>
<b>5. Description of the Goods or Services to be Acquired</b>	<b>Service agreement on fifteen 7500Fast DX real-time PCR thermocyclers.</b>
<b>6. Proposed Contractor</b>	<b>Life Technologies Corp.</b>
<b>7. Name &amp; Address of the Contractor's principal owner(s)</b> – NOT required for a TN state education institution	<b>Candace DesRoches</b> <b>Life Technologies Corp.</b> <b>5781 Van Allen Way</b> <b>Carlsbad, CA 92008</b> <b>203-521-4658</b> <b>candace.desroches@thermofisher.com</b>
<b>8. Proposed Contract Period</b> – with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	<b>60 months</b>

<b>Request Tracking #</b>	<b>HL00000216</b>
<b>9. Strategic Technology Solutions ("STS") Pre-Approval Endorsement Request</b> – information technology (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<b>10. eHealth Pre-Approval Endorsement Request</b> – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<b>11. Human Resources Pre-Approval Endorsement Request</b> – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<b>12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.</b>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, These instruments used to be covered under our contract with Specialty Underwriters. They have been removed from this service due to rising costs making it unprofitable for Specialty Underwriters to continue covering them.
<b>13. Maximum Contract Cost – with ALL options to extend exercised</b>	<b>\$ 664,107.60</b>
<b>14. Was there an initial government estimate? If so, what amount?</b>	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, \$664,107.60
<b>15. Cost Determination Used-</b> How did agency arrive at the estimate of expected costs?	Vendor quote
<b>16. Explanation of Fair and Reasonable Price-</b> Explain how agency determined that price is fair and reasonable	By entering into a 60 month contract, we will ensure that the vendor will lock in the price for that period. This will be more reasonable than coverage under Specialty Underwriters, if it were available, as they can change the price each year.
<b>17. Documentation of Discussions with Contractor-</b> How did agency document discussions with Contractor? Attach documentation to this request as applicable	Primarily email
<b>18. Explanation of Need for or requirement placed on the State to acquire the goods or services</b>	In order to continue PCR testing for bacteria such as influenza or MRSA, we require a service agreement for 7500Fast DX thermocyclers so they can be kept in top working condition.
<b>19. Proposed contract impact on current State operations</b>	This service agreement will ensure the Lab will be able to continue PCR testing by having access to preventative maintenance visits and guaranteed fast repair should the instruments suddenly become inoperable.

<b>Request Tracking #</b>	<b>HL00000216</b>
<b>20. Justification</b> – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected	The Lab uses several of these 7500Fast DX systems across multiple areas. These instruments are the only PCR instrumentation that is recommended by the CDC for PCR testing. The 7500Fast DX instruments are real-time PCR thermocyclers. This means they are used to combine ingredients such as primers and enzymes in order to prepare a sample to make genetic sequence detectable targets. Some of the things tested on these instruments are influenza, norovirus, MRSA, and Neisseria meningitidis. These tests are of vital importance to the lab. We require a service agreement to ensure the 7500Fast DX instruments remain in good functional condition so these tests can continue. As the manufacturer of these instruments Life Technologies is the only company that has the service that will meet the State's needs.
<b>For No Cost and Revenue Contracts Only</b>	
<b>21. What costs will the State incur as a result of this contract? If any, please explain.</b>	
<b>22. What is the total estimated revenue that the State would receive as a result of this contract?</b>	
<b>23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.</b>	<input type="checkbox"/> NO <input type="checkbox"/> YES
<b>24. Summary of State responsibilities under proposed contract</b>	
<b>For Sole Source and Proprietary Procurements Only</b>	
<b>25. Evidence of Contractor's experience &amp; length of experience providing the goods or services to be procured.</b>	Life Technologies is a division of Thermo Fisher Scientific which is a multinational biotechnology company with over \$18 billion in revenue for 2016.
<b>26. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.</b>	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: Statewide Contract Name/Address: Specialty Underwriters 9667 S 20 <sup>th</sup> St Oak Creek, WI 53154

<b>Request Tracking #</b>	<b>HL00000216</b>
<b>27. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives</b>	<b>In a normal circumstance we would check into getting this instrumentation covered under Specialty Underwriters, which usually offers significant savings. However that is not an option in this case.</b>
<b>Signature Required for all Special Contract Requests</b>	
<b>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</b>	
<b>Signature</b> 	<b>Date:</b> 1/25/18

Jan 1, 2018

**Subject: Thermo Fisher Scientific Service Advantages**

**Thermo Fisher Scientific Global Services** provide the highest quality support available for Applied Biosystems products and technology. Purchasing an AB Assurance, AB Complete or AB Protection service plan from Thermo Fisher Scientific offers the following critical advantages:

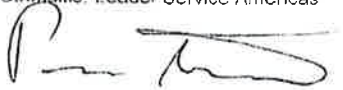
- ✓ **Only** Thermo Fisher Scientific service engineers go through a multi-step process in order to obtain factory certification to work on AB instrumentation and software. This certification is renewed every two years to ensure that service engineers maintain this standard of excellence. In addition, they remain certified on Class IIIB Lasers.
- ✓ **Only** Thermo Fisher Scientific service engineers have full and exclusive access to AB's latest technical developments, repair procedures, software application updates and planned maintenance procedures. Additional support includes:
  - Priority Territory and Regionals specialist support.
  - Escalation support network for broad based support and solutions to any issue. The network's sole purpose is to bring together a team of qualified personnel across the Thermo Fisher Scientific organization to drive and resolve situations quickly that go beyond the support of our local teams. In addition to local personnel, our team members include; Service Product Managers, Product Managers, R&D and Staff Scientists.
  - Instrument specific knowledge databases with substantial information captured over the lifetime of the platforms.
  - Annual calibration of tools to maintain optimal performance.
  - Software updates (bug fixes and patches) are available free of charge during the term of any service plan.
- ✓ **Thermo Fisher Scientific** uses only replacement parts certified to manufacturer's OEM specifications. In addition, major sub-assemblies such as, circuit boards, polymer pumps, lasers, ovens, CCD cameras, auto-samplers, motors and major wiring harnesses are only orderable by a Thermo Fisher Scientific service engineer.
- ✓ **Only** Thermo Fisher Scientific possesses the requisite product knowledge and specialized training to provide Qualification services. Thermo Fisher Scientific offers the broadest range of audit-quality compliance and validation services ranging from risk assessment to hardware/software qualification to full system validation. All qualification services provide a comprehensive package that includes rigorously executed protocol documentation as well as all data collected during the execution of the protocol to keep your lab instrument audit-ready.
- ✓ **Thermo Fisher Scientific** uses only business class computers built to our specifications by DELL. We specify what internal components to use and require DELL to supply us with spares. This is very important since manufacturers need to write and test imaging software with the appropriate software drivers for all peripherals. The spares provided by DELL are exclusive to our business class computers. In addition, under the terms of the Thermo Fisher Scientific service plan, we are required to maintain the computer, which may mean repair or replacement.
- ✓ **Only** Thermo Fisher Scientific contract customers have access to the Thermo Fisher Scientific global technical assistance center (TAC).
- ✓ TAC is staffed by senior service engineers and provides the highest level of expertise for troubleshooting AB's instruments, which helps to speed call resolution and assists customers in maximizing productivity.
- ✓ **Only** Thermo Fisher Scientific contract customers receive Remote Diagnostics service (for applicable Applied Biosystems and Ion Torrent instruments).
  - Remote Diagnostics is a real-time monitoring system that pro-actively alerts Thermo Fisher Scientific support staff and the customer when an instrument or instrument component function falls below pre-set operating parameters.
  - Remote Diagnostics helps to reduce downtime and enables service to be scheduled prior to component failure, thereby helping to prevent sample loss, improve productivity, and maximize instrument uptime.



- User suggestions and feedback are used to continually improve, upgrade and implement new alarms and warnings.
- ✓ **Thermo Fisher Scientific** maintains staffing levels of factory-trained service engineers to allow a rapid service response. Guaranteed response time is available under certain service plans in most regions.
  - All Thermo Fisher Scientific field service engineers carry a full complement of service spares. This local inventory, managed on usage and instrument density, provides engineers with the proper service spares to maintain a high percentage of first visit call completions.
- ✓ **Only** Thermo Fisher Scientific contract customers receive priority Field Applications Support (FAS) from a knowledgeable, specialized staff with real life experience in actual lab settings. They will guide and assist you with your workflow and analysis in the following areas:
  - Applied Markets
  - Human Identification
  - Sequencing
  - Molecular Biology
  - Next Generation Sequencing
- ✓ **Thermo Fisher Scientific** is recognized as "Best in Class"\* worldwide for overall repair time, quality of service, and field service engineer technical competency.
- ✓ **Thermo Fisher Scientific does not authorize** any non-approved third-party service provider in North America to perform maintenance and repair on Applied Biosystems, Ion Torrent and Invitrogen instruments. Thermo Fisher Scientific and its authorized agents are the only approved service providers.
  - Thermo Fisher Scientific maintains IP rights to its collection software and service tools software. Third party resellers and service providers are strictly prohibited from accessing, using or selling this software.
  - Thermo Fisher Scientific is the preferred Asset Management provider to maximize the utilization of instruments and equipment and improve the effectiveness of lab operations.

To learn more about the value of Thermo Fisher Scientific Services, visit [www.thermofisher.com/thelifeadvantage](http://www.thermofisher.com/thelifeadvantage) to view **The Life Advantage** video.

Sincerely yours,  
Pete Strimaitis, Leader Service Americas



Manage your instrument use and care online.

Instrument service history, field service reports, service contracts and warranty status available free at [thermofisher.com/easiertomanage](http://thermofisher.com/easiertomanage)



Visit [thermofisher.com/instrumentservices](http://thermofisher.com/instrumentservices)

**ThermoFisher**  
SCIENTIFIC

Applied Biosystems, Ion Torrent and Invitrogen are Thermo Fisher Scientific brands \* "Best in Class" recognition based on a report by Service Edge Consulting of Massachusetts, an independent consulting firm. See Thermo Fisher Scientific Service and Support Agreement Terms and Condition for full terms, conditions and limitations of each of our Service Plans at <http://www.lifetechnologies.com> (Sale and License Terms and Conditions), or contact Thermo Fisher Scientific for a copy. The trademarks mentioned herein are the property of Thermo Fisher Scientific Corporation. © 2016 Thermo Fisher Scientific Corporation. All rights reserved.



**TO:** Chris Salita, Director of Sourcing

**FROM:** Jennifer Garrison, Sourcing Account Specialist

**DATE:** January 29, 2018

**SUBJECT:** Recommendation of Special Contract Request cy18-10219

The Tennessee Department of Health Laboratory uses several 7500Fast DX systems across multiple areas. These instruments are the only PCR instrumentation that is recommended by the CDC for PCR (DNA) testing for conditions such as influenza, norovirus, MRSA, and Neisseria meningitidis. DOH requires a service agreement to ensure the instruments remain in good functional condition so these tests can continue. As the manufacturer of these instruments Life Technologies is the only company that has the service that will meet the State's needs.

I, Jennifer Garrison, recommend the approval of this sole source request.

**Chris Salita**

Digitally signed by Chris Salita  
DN: cn=Chris Salita, o=CPO,  
ou=32101,  
email=Chris.Salita@tn.gov, c=US  
Date: 2018.01.31 12:48:27 -06'00'

Director of Sourcing

Date

**Kevin C. Bartels**

Digitally signed by Kevin C. Bartels  
DN: cn=Kevin C. Bartels, o=CPO, ou,  
email=Kevin.C.Bartels@tn.gov, c=US  
Date: 2018.01.30 09:45:13 -06'00'

Staff Attorney – Sourcing

Date



## Terms and Conditions

Event Number: **34301.10421**

### **Standard Terms and Conditions**

#### Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.
6. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Central Procurement Office which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.
7. IMPORTANT: By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.
8. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors/Bidders can register online at the State of Tennessee Supplier Portal: <https://supplier.edison.tn.gov>.
9. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.

10. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Central Procurement Office, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.

11. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.

12. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Central Procurement Office.

13. The inclusion in any response of a limitation of remedies or liabilities clause may be cause for rejection, unless otherwise specified in this solicitation or in accordance with the provisions of *Tennessee Code Annotated* § 12-3-701 or Central Procurement Office Rules, policies or procedures.

14. All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

15. Protest by Vendor: Pursuant to Tenn. Code Ann. § 4-56-103, any actual proposer may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central Procurement Office is as follows: [http://tn.gov/generalserv/cpo/for\\_bidders.html](http://tn.gov/generalserv/cpo/for_bidders.html)

16. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids should be mailed in a properly labeled sealed envelope to the following address:

Department of General Services, Central Procurement Office  
Attn: Bidder Services  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102

17. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and

all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

18. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Central Procurement Office, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

19. A bid must be received in the Central Procurement Office on or before the date and hour designated for the bid opening or the bid will be rejected.

20. The Central Procurement Office may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds, or any other reason approved by the Procurement Commission. The Procurement Commission has authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

21. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

22. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Central Procurement Office to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Central Procurement Office to provide such aid or service.

23. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract

or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

24. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

25. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

26. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

27. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this event.

28. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository: MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdssearch.com>.

29. Conflict of Interest: The State may not consider a solicitation response from an individual who is, or within the past six (6) months has been, a state employee. For purposes of this solicitation, an individual shall be considered to be a "state employee" and prohibited from submitting a response to this solicitation for six (6) months after such time as all compensation for salary, termination pay, and annual leave has been paid to such state employee. A contract with or a solicitation response from a company, corporation, or any

other contracting entity in which a controlling interest is held by a state employee shall be considered to be a contract with or a solicitation response from a state employee as though the state employee were submitting a response or entering a contract on his or her behalf. Notwithstanding the foregoing, a contract with or a solicitation response from a company, corporation, or any other contracting entity that employs an individual who does not own a controlling interest in such entity and who is, or within the past six months has been, a state employee shall not be considered a contract with or a solicitation response from a state employee and shall not constitute a prohibited conflict of interest.

30. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

31. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

32. Professional Licensure and Department of Revenue Registration: All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this solicitation, shall be properly licensed to render such opinions. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: [TN.Revenue@tn.gov](mailto:TN.Revenue@tn.gov).

33. Prohibition of Illegal Immigrants: The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful

permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records. Signed and dated Attestation Forms for your company that have been submitted to the Central Procurement Office and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Central Procurement Office.

By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Central Procurement Office. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at [http://tn.gov/generalserv/cpo/for\\_bidders.html](http://tn.gov/generalserv/cpo/for_bidders.html)

34. Modifications and Amendments: This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).



35. Records: The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

36. Monitoring: The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

37. HIPAA Compliance: The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

# Special Terms and Conditions

## 1. F.O.B. Destination (Agency Term Contract)

F.O.B. Point:

Agency Name: Tennessee Department of Health  
Address: 630 Hart Lane, Nashville, TN 37216

## 2. Debarment and Suspension

The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

## 3. Term of Contract - Multi-Year

Total Number of Years if all Options are Exercised: 5

Initial Contract Term 3 years With 2 Renewals

Start Date: July 1, 2018 Initial End Date: June 30, 2021 Final End Date: June 30, 2023

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the State, as indicated by the purchasing agent's signature on the contract notice of

award (note: the change of effective date may not result in a change of the anticipated expiration date.)

**RENEWAL OPTIONS:** This contract may be renewed upon satisfactory completion of the initial contract term. The State reserves the right to execute up to the number of renewal options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the State. It is mutually understood and agreed that the State's commitment is limited to a base term contract, not to exceed twelve (12) months, which is subject to renewal annually at the State's sole option.

It is understood and agreed that the State reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

#### **4. Volume, Multi-Year**

The total purchases of any individual item on the contract are not known. The Central Procurement Office has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. The Central Procurement Office does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

##### **Estimated Funding New Contract Period**

1st 12 MONTHS \$ 132,821  
2nd 12 MONTHS \$ 132,821  
3rd 12 MONTHS \$ 132,821  
4th 12 MONTHS \$ 132,821  
5th 12 MONTHS \$ 132,821

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the state. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the state requests product or service and vendor/contractor provides said product or service. The state is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the state may not request any product or service at all from vendor/contractor during the contract period.

#### **5. Bids Requested on Standard State Specifications for Products and/or Services**

Unit price bids are requested on products or services that equal or exceed (unless specifications limit the dimensions or brand(s)/model(s) of products to be bid). The

absence of detailed specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. All interpretations of specifications shall be made from this statement. It is understood that the specifications or references to available specifications shall be sufficient to make the terms of such specifications binding on the vendor/contractor. Bidders must submit for bid evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered, when applicable. Reference to literature submitted previously will not satisfy this requirement.

Bids requested on architect/engineer/designer specifications, if applicable. Bids are requested per architect/ engineer/designer's specification attached. Bids are to be lump sum and/or unit prices as shown on the price sheet. Any errors or omissions in plans or specifications shall be resolved prior to submission of a bid. Submission of a bid shall constitute agreement and compliance with such specifications and plans. All shop drawings and product sheets required by specifications shall be submitted to architect/engineer/designer prior to fabrication and/or installation.

#### **6. Bid Offer Expiration**

Enter the expiration date of your bid offer in the space provided on this Invitation to Bid. A minimum period of thirty (30) days from the bid closing date is requested. The state shall have sixty (60) days to accept the bid if a minimum period is not stated.

#### **7. Delivery Time (On-Time)**

The contractor shall be required to maintain or to have available for their own use personnel, equipment, and products sufficient to perform "on-time" as specified in this Invitation to Bid.

#### **8. Freight F.O.B. State Agency (Dock)**

All quotations shall be F.O.B. destination. The term F.O.B. shall mean delivered and unloaded onto the receiving dock of the agency listed, with all charges for transportation and unloading prepaid by the vendor/contractor.

#### **9. Bidder's Qualification**

Bidders must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Central Procurement Office, reserves the right to make the final determination as to a bidder's ability to perform.

#### **10. Inspection/Facilities**

The Central Procurement Office may inspect the facilities of any bidder or may require additional information regarding a bidder's ability to perform the proposed contract. Bids may be rejected for lack of apparent ability to perform the proposed contract.

## **11.Substitution**

Substitution of one or more goods, brands or manufacturers after the contract is awarded is expressly prohibited unless approved in writing by the State. The State may, at its discretion, require the contractor to provide one or more substitute goods of equal quality, subject to the approval by the State, for the same price and on the same delivery terms, if one or more goods for which the contract was awarded becomes unavailable to the contractor.

## **12.Inspection of Materials, Equipment and Products**

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed.

## **13.Negotiations**

The State may elect to negotiate by requesting revised Cost Proposals from apparently responsive and responsible respondents. However, the State reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to conduct multiple negotiation rounds. If the State exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications and/or requirements. The State may seek to clarify those identified issues during negotiations. All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other price or service level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other method that does not reveal individual respondent pricing. During target price negotiations respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual respondent.

## **14.Department of Revenue Registration**

The contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

## **15.Bid Rejection**

The Central Procurement Office reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the state.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or the entire bid.

## **16. Single Award**

A single contract for all line items will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Prices shall be calculated as follows: The bidders unit bid price shall be multiplied by the line item quantity to obtain the line item total. If more than one line item is included in the bid document, each line item total shall be added together for a total price for all line items bid. The bidder must bid all line items to be considered for an award.

## **17. Award Criteria**

An award shall be made to the lowest responsive and responsible bidder considering the following:

Ability to Perform  
Conformity to Specifications

## **18. State Contract Administrator**

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee  
Department of General Services, Central Procurement Office  
3rd Floor, William R. Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102

## **19. Purchase Order Releases (Agency Term Contract)**

Orders for products or services that are included on agency term contracts shall be prepared by agencies on Departmental Purchase Release Orders and forwarded to the vendor/contractor. These purchase orders, when received by the vendor/ contractor, serve as authorization for shipment of product(s) or start of service.

Billing Instructions:

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The contractor understands and agrees that the invoice shall;

- Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

## **20. Contract Cancellation**

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the contractor.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

## **21.Subcontracting**

The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without obtaining the prior written approval of the Central Procurement Office. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work provided.

## **22.Specifications Govern Over Brand Names Listed**

The acceptable brands and model numbers are believed to meet all written specifications; however, if an error exists, the specifications will govern.

## **23.Subcontracting**

The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without obtaining the prior written approval of the Central Procurement Office. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work provided.

## **24.Limitation of State's Liability**

The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise



shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

## **25. Limitation of Contractor's Liability**

In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

## **26. Iran Divestment Act**

The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

**STATE OF TENNESSEE**  
**DEPARTMENT OF GENERAL SERVICES**  
**CENTRAL PROCUREMENT OFFICE**

**INVITATION TO BID**  
**EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION**

The Governor's Office of Diversity Business Enterprise (Go-DBE) is the state's central point of contact to attract and assist minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

**Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)**

Businesses that are a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

**Service-Disabled Veteran Business Enterprise (SDVBE)**

"Tennessee service disabled veteran owned business" means a service-disabled veteran owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service.

**Small Business Enterprise (SBE)**

"Tennessee small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis".

For additional program eligibility information visit,  
[http://www.tn.gov/businessopp/program\\_elig.html](http://www.tn.gov/businessopp/program_elig.html).

**INVITATION TO BID INSTRUCTIONS**

As part of this Invitation to Bid, the Respondent should complete the Diversity Utilization Plan, which begins on the following page. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <http://www.tn.gov/businessopp/regdivcomp.html> or by calling Go-DBE toll free at 866-894-5026.

### RESPONDENT'S DIVERSITY UTILAZATION PLAN

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone:  (    )	Email:
<p>Does the Respondent qualify as the diversity business enterprise?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If yes, which designation does the Respondent qualify?    <input type="checkbox"/> MBE    <input type="checkbox"/> WBE    <input type="checkbox"/> SDVBE  <input type="checkbox"/> SBE</p> <p>Certifying Agency:</p>		

**Estimated level of participation by diversity businesses if awarded a contract pursuant to this ITB:**

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	Percent of Contract	Estimated Amount	MBE/ WBE/ SDVBE/ SBE Designati on	Currently Certified (Yes or No)
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				

Contact Name:				
Contact Phone:				

If awarded a contract pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office. We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name and Title of Respondent Signatory (above) \_\_\_\_\_

Jan 1, 2018

**Subject: Thermo Fisher Scientific Service Advantages**

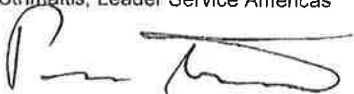
**Thermo Fisher Scientific Global Services** provide the highest quality support available for Applied Biosystems products and technology. Purchasing an AB Assurance, AB Complete or AB Protection service plan from Thermo Fisher Scientific offers the following critical advantages:

- ✓ **Only** Thermo Fisher Scientific service engineers go through a multi-step process in order to obtain factory certification to work on AB instrumentation and software. This certification is renewed every two years to ensure that service engineers maintain this standard of excellence. In addition, they remain certified on Class IIIB Lasers.
- ✓ **Only** Thermo Fisher Scientific service engineers have full and exclusive access to AB's latest technical developments, repair procedures, software application updates and planned maintenance procedures. Additional support includes:
  - Priority Territory and Regional specialist support.
  - Escalation support network for broad based support and solutions to any issue. The network's sole purpose is to bring together a team of qualified personnel across the Thermo Fisher Scientific organization to drive and resolve situations quickly that go beyond the support of our local teams. In addition to local personnel, our team members include; Service Product Managers, Product Managers, R&D and Staff Scientists.
  - Instrument specific knowledge databases with substantial information captured over the lifetime of the platforms.
  - Annual calibration of tools to maintain optimal performance.
  - Software updates (bug fixes and patches) are available free of charge during the term of any service plan.
- ✓ **Thermo Fisher Scientific** uses only replacement parts certified to manufacturer's OEM specifications. In addition, major sub-assemblies such as, circuit boards, polymer pumps, lasers, ovens, CCD cameras, auto-samplers, motors and major wiring harnesses are only orderable by a Thermo Fisher Scientific service engineer.
- ✓ **Only** Thermo Fisher Scientific possesses the requisite product knowledge and specialized training to provide Qualification services. Thermo Fisher Scientific offers the broadest range of audit-quality compliance and validation services ranging from risk assessment to hardware/software qualification to full system validation. All qualification services provide a comprehensive package that includes rigorously executed protocol documentation as well as all data collected during the execution of the protocol to keep your lab instrument audit-ready.
- ✓ **Thermo Fisher Scientific** uses only business class computers built to our specifications by DELL. We specify what internal components to use and require DELL to supply us with spares. This is very important since manufacturers need to write and test imaging software with the appropriate software drivers for all peripherals. The spares provided by DELL are exclusive to our business class computers. In addition, under the terms of the Thermo Fisher Scientific service plan, we are required to maintain the computer, which may mean repair or replacement.
- ✓ **Only** Thermo Fisher Scientific contract customers have access to the Thermo Fisher Scientific global technical assistance center (TAC).
- ✓ TAC is staffed by senior service engineers and provides the highest level of expertise for troubleshooting AB's instruments, which helps to speed call resolution and assists customers in maximizing productivity.
- ✓ **Only** Thermo Fisher Scientific contract customers receive Remote Diagnostics service (for applicable Applied Biosystems and Ion Torrent instruments).
  - Remote Diagnostics is a real-time monitoring system that pro-actively alerts Thermo Fisher Scientific support staff and the customer when an instrument or instrument component function falls below pre-set operating parameters.
  - Remote Diagnostics helps to reduce downtime and enables service to be scheduled prior to component failure, thereby helping to prevent sample loss, improve productivity, and maximize instrument uptime.

- User suggestions and feedback are used to continually improve, upgrade and implement new alarms and warnings.
- ✓ **Thermo Fisher Scientific** maintains staffing levels of factory-trained service engineers to allow a rapid service response. Guaranteed response time is available under certain service plans in most regions.
  - All Thermo Fisher Scientific field service engineers carry a full complement of service spares. This local inventory, managed on usage and instrument density, provides engineers with the proper service spares to maintain a high percentage of first visit call completions.
- ✓ **Only** Thermo Fisher Scientific contract customers receive priority Field Applications Support (FAS) from a knowledgeable, specialized staff with real life experience in actual lab settings. They will guide and assist you with your workflow and analysis in the following areas:
  - Applied Markets
  - Human Identification
  - Sequencing
  - Molecular Biology
  - Next Generation Sequencing
- ✓ **Thermo Fisher Scientific** is recognized as "Best in Class"\* worldwide for overall repair time, quality of service, and field service engineer technical competency.
- ✓ **Thermo Fisher Scientific does not authorize** any non-approved third-party service provider in North America to perform maintenance and repair on Applied Biosystems, Ion Torrent and Invitrogen instruments. Thermo Fisher Scientific and its authorized agents are the only approved service providers.
  - Thermo Fisher Scientific maintains IP rights to its collection software and service tools software. Third party resellers and service providers are strictly prohibited from accessing, using or selling this software.
  - Thermo Fisher Scientific is the preferred Asset Management provider to maximize the utilization of instruments and equipment and improve the effectiveness of lab operations.

To learn more about the value of Thermo Fisher Scientific Services, visit [www.thermofisher.com/thelifeadvantage](http://www.thermofisher.com/thelifeadvantage) to view **The Life Advantage** video.

Sincerely yours,  
Pete Strimaitis, Leader Service Americas



Manage your instrument use and care online.

Instrument service history, field service reports, service contracts, and warranty status available free at [thermofisher.com/easiertomanage](http://thermofisher.com/easiertomanage)



Find out more at [thermofisher.com/instrumentservices](http://thermofisher.com/instrumentservices)

**ThermoFisher**  
SCIENTIFIC

Applied Biosystems, Ion Torrent and Invitrogen are Thermo Fisher Scientific brands\* "Best in Class" recognition based on a report by Service Edge Consulting of Massachusetts, an independent consulting firm. See Thermo Fisher Scientific Service and Support Agreement Terms and Condition for full terms, conditions and limitations of each of our Service Plans at <http://www.lifetechnologies.com> (Sale and License Terms and Conditions), or contact Thermo Fisher Scientific for a copy. The trademarks mentioned herein are the property of Thermo Fisher Scientific Corporation. © 2016 Thermo Fisher Scientific Corporation. All rights reserved.

### Specifications

Vendor shall supply maintenance and repair for a quantity of 15 Life Tech 7500Fast DX real-time thermocyclers listed below. The instruments must be repaired and maintained per the specifications. Vendor shall provide a yearly price which is to include all instruments shown below.

S/N	Location
275030411	Nashville -BT
275010740	Memphis
275010744	Nashville -Virology
275010731	Nashville -Molecular
275010743	Knoxville
275030107	Nashville - General Bacteriology
275011213	Nashville -Molecular
275030178	Knoxville
275030180	Nashville - Molecular
275030164	Memphis
275030410	Nashville - Enterics
275015799	Nashville -Vector Borne
275011420	Nashville -Vector Borne
275031015	Nashville - ARLN
275031024	Nashville - Virology

Nashville Lab  
630 Hart Lane  
Nashville, TN 37216

Knoxville Lab  
2101 Medical Center Way  
Knoxville, TN 37950

Memphis Lab  
Shelby County Health Department  
814 Jefferson Ave  
Memphis, TN 38105

On-site maintenance to consist of: cleaning, adjusting and replacing parts where needed. Date and time of on-site maintenance shall be scheduled between agency and vendor.

All parts (except consumables) shall be replaced at no charge. Parts shall be like or current design.

The contractor shall perform two (2) preventative maintenance inspections per year during the contract period per manufacturer's recommendation at no additional charge.

Vendor shall provide all travel, labor, equipment and parts for unlimited on-site maintenance and repair excluding expendable items.

All additional service calls between inspections shall be made at no charge. These calls shall be coordinated with the agency.

The contractor shall perform all service calls within forty-eight (48) working hours after the agency request, emergency and/or non-emergency.

Maintenance, when requested must be performed during the state's normal business hours of 8:00-4:30, Monday through Friday, excluding holidays as proclaimed by the Commissioner of Human Resources.

The State of Tennessee will not pay the contractor for overtime after the state's normal business hours.

The State of Tennessee will not pay for any travel expense incurred.

Vendor shall provide software upgrade upon release at no charge.

Vendor shall provide telephone technical service within 24 hours of call. Vendor shall provide on-site service within 48 hours after initial call if technical service does not correct the problem. Vendor shall provide a toll-free telephone number.

The service representative must be trained on the original equipment manufacturer and provide the certificate of training for the equipment listed on the invitation to bid. The contractor will be required to furnish evidence that it had the authorization to purchase the required proprietary replacement parts for this system. The equipment must be maintained in accordance with the manufacturer/factory standard.



## SERVICE AGREEMENT QUOTATION

Life Technologies Corporation  
North American Sales and Service  
Attn: Service Contract Administration  
Mailstop: PLE C-1  
5781 Van Allen Way  
Carlsbad, CA 92008  
Tel: 1-800-955-6288, option 3,2  
Fax: 1-925-426-2051  
Email: Service.Sales@LifeTech.com

TO Tracey Woodard  
TN Dept of Hlth Nashville  
1710 James Robertson Pkwy  
COLUMBIA TN 38401

QUOTE NO. 40492242  
ORIGINAL QUOTATION DATE 11/16/2017  
REVISION DATE 01/24/2018  
EFFECTIVE 04/01/2018 TO 03/31/2023  
PAGE 1 OF 6

QUOTE VALID TO 03/31/2018

TELEPHONE: 615-262-6340  
FAX:  
YOUR REFERENCE:

Customer PO No.

This agreement is entered into between Life Technologies and the undersigned Customer in consideration of the payments provided for in this Agreement. Subject to the terms and conditions of this Agreement, Life Technologies agrees to perform the services set forth on the attachment to this Agreement on the equipment listed below for the period described.

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
0020	1	7500FAST DX Service Begin Date: 04/01/2018 End Date: 03/31/2023	(275030107)	AB Assurance,2OQ,1PM	\$ 47,500.20
0030	1	7500FAST DX Service Begin Date: 04/01/2018 End Date: 03/31/2023	(275011213)	AB Assurance,2OQ,1PM	\$ 47,500.20
0050	1	7500FAST DX Service Begin Date: 04/01/2018 End Date: 03/31/2023	(275030180)	AB Assurance,2OQ,1PM	\$ 47,500.20
0070	1	7500FAST DX Service Begin Date: 04/01/2018 End Date: 03/31/2023	(275030410)	AB Assurance,2OQ,1PM	\$ 47,500.20
0080	1	7500FAST DX Service Begin Date: 04/01/2018 End Date: 03/31/2023	(275030411)	AB Assurance,2OQ,1PM	\$ 47,500.20

Terms of payment are net 30 days from invoice date. This quotation is subject to the terms and conditions attached. Stenographical and clerical errors on the face of this form are subject to correction.

NOTE: Customer is responsible for applicable taxes, including sales, use and/or excise tax.

**PLEASE SIGN THIS SERVICE AGREEMENT QUOTATION AND RETURN A COPY ALONG WITH YOUR PURCHASE ORDER.**

ACCEPTED BY CUSTOMER

Signature of authorized person

Please print name and title

Date

Candace DesRoches

Service Sales Representative

Mary

01/24/2018

Prepared by

Date

~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.

## SERVICE AGREEMENT QUOTATION

Life Technologies Corporation  
North American Sales and Service  
Attn: Service Contract Administration  
Mailstop: PLE C-1  
5781 Van Allen Way  
Carlsbad, CA 92008  
Tel: 1-800-955-6288, option 3,2  
Fax: 1-925-426-2051  
Email: Service.Sales@LifeTech.com

QUOTE NO. 40492242  
ORIGINAL QUOTATION DATE 11/16/2017  
REVISION DATE 01/24/2018  
EFFECTIVE 04/01/2018 TO 03/31/2023

QUOTE VALID TO 03/31/2018

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
0100	1	7500FAST DX Service Begin Date: 04/01/2018 End Date: 03/31/2023	(275010731)	AB Assurance,2OQ,1PM	\$ 47,500.20
0130	1	7500FAST DX Service Begin Date: 04/01/2018 End Date: 03/31/2023	(275010744)	AB Assurance,2OQ,1PM	\$ 47,500.20
0140	1	7500 FAST Real Time PCR System Begin Date: 04/01/2018 End Date: 03/31/2023	(275011420)	AB Assurance 1PM	\$ 23,302.50
0150	1	7500 FAST Real Time PCR System Begin Date: 04/01/2018 End Date: 03/31/2023	(275015799)	AB Assurance 1PM	\$ 23,302.50
0160	1	7500FAST DX Service Begin Date: 04/01/2018 End Date: 03/31/2023	(275010740)	AB Assurance,2OQ,1PM	\$ 47,500.20
0170	1	7500FAST DX Service Begin Date: 04/01/2018 End Date: 03/31/2023	(275010743)	AB Assurance,2OQ,1PM	\$ 47,500.20
0180	1	7500FAST DX Service Begin Date: 04/01/2018 End Date: 03/31/2023	(275030178)	AB Assurance,2OQ,1PM	\$ 47,500.20
0190	1	7500FAST DX Service Begin Date: 04/01/2018 End Date: 03/31/2023	(275030164)	AB Assurance,2OQ,1PM	\$ 47,500.20
0200	1	7500FAST DX Service Begin Date: 04/01/2018 End Date: 03/31/2023	(275031015)	AB Assurance,2OQ,1PM	\$ 47,500.20
0210	1	7500FAST DX Service Begin Date: 04/01/2018 End Date: 03/31/2023	(275031024)	AB Assurance,2OQ,1PM	\$ 47,500.20

~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.

## SERVICE AGREEMENT QUOTATION

Life Technologies Corporation  
North American Sales and Service  
Attn: Service Contract Administration  
Mailstop: PLE C-1  
5781 Van Allen Way  
Carlsbad, CA 92008  
Tel: 1-800-955-6288, option 3,2  
Fax: 1-925-426-2051  
Email: Service.Sales@LifeTech.com

QUOTE NO. 40492242  
ORIGINAL QUOTATION DATE 11/16/2017  
REVISION DATE 01/24/2018  
EFFECTIVE 04/01/2018 TO 03/31/2023  
  
QUOTE VALID TO 03/31/2018

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
<div style="text-align: right;">Total net price:      \$      664,107.60</div>					
<p>Contract Notes:</p> <p>Your current agreement will expire on 06/30/2018.</p> <p>Previous purchase order no. .</p> <p>*****</p> <p>Lock in today's service contract price for 2 or more years. ADDITIONAL DISCOUNTS APPLY FOR MULTIPLE YEAR CONTRACTS.</p> <p>*****</p> <p>To expedite your order, the signed service agreement and purchase order may be faxed to 925-426-2051 or emailed to service.sales@lifetech.com.</p> <p>-Payment is due 30 days from invoice date. -Applicable taxes are extra.</p> <p>*****</p> <p>Please contact your Service Sales Representative for more information.</p> <p>tel: 1-800-955-6288, option 3, 2 email: Service.Sales@lifetech.com</p> <p>*****</p>					

~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.

## SERVICE AGREEMENT QUOTATION

Life Technologies Corporation  
North American Sales and Service  
Attn: Service Contract Administration  
Mailstop: PLE C-1  
5781 Van Allen Way  
Carlsbad, CA 92008  
Tel: 1-800-955-6288, option 3,2  
Fax: 1-925-426-2051  
Email: Service.Sales@LifeTech.com

QUOTE NO. 40492242  
ORIGINAL QUOTATION DATE 11/16/2017  
REVISION DATE 01/24/2018  
EFFECTIVE 04/01/2018 TO 03/31/2023

QUOTE VALID TO 03/31/2018

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
----------	------	--	---------------	----------	-----------------------

### Terms of Life Technologies Service Plans North America

The Life Service Agreement Terms and Conditions set forth below after the Plan description(s) are incorporated into and are an integral part of each Service Plan, and are agreed to by you as part of any Service Plan ordered.

#### AB Assurance Plan

1. Parts, labor and travel for remedial repair.
2. No charge for planned maintenance visits. The number of planned maintenance visits is indicated in LT's quotation (A). The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period. Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3,1 or email them at InstrumentServices@LifeTech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.
3. Guaranteed priority response time of 2 business days after receipt of a service call for instruments located in LT's Service Zones 1 and Zone 2. If LT fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to LT or causes beyond the reasonable control of LT, LT will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day LT's response is late. (See footnote (B) for call time cut off, other details, and terms and conditions).
4. Target response time of 3 business days for remedial repairs outside of Zones 1 and 2. LT will use reasonable efforts to respond within 3 business days from receipt of a service call.
5. Priority telephone and email access to instrument technical support.
6. Telephone and email access to application technical support.
7. Remote Monitoring and Dx Service, which provides for notification to customer of instrument failures or errors that are reported by AB's Remote Monitoring software.

#### Important Notes and Footnotes

It is customer's responsibility to provide access to LT so LT may complete service, planned maintenance, Installation Performance Verification, and other service calls within the plan period. Calls not completed within a plan period will be cancelled unless LT failed to make reasonable efforts to complete the call within the plan period.

(A) Planned maintenance visits are intended to minimize the need for service calls. LT may perform more than the number of planned maintenance visits indicated in LT's quotation, at LT's discretion. Customer will not be charged for any planned maintenance visits made during the plan period, except for visits that are in addition to the number indicated in LT's quotation that are requested by customer.

(B) A service call must be received by LT's service center before 2:00 PM local time (U.S.A. Eastern, Central, Mountain, or Pacific time) for priority response time service. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, LT's Service Plan Administrator must receive notice in writing (e-mail notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is LT's sole obligation and customer's sole remedy for failure of LT to respond to a service call within one business day for the LT Complete Plan and LT Uptime Plan and two business days for the LT Assurance Plan. The address of LT's Service Plan Administrator is Life Technologies Service Plan Administrator, 6065 Sunol Blvd Pleasanton, CA 94566 (e-mail: Service.Sales@LifeTech.com).

#### Instrument Services for Diagnostics

**~ NOTICE OF CONFIDENTIALITY~** The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.

## SERVICE AGREEMENT QUOTATION

Life Technologies Corporation  
North American Sales and Service  
Attn: Service Contract Administration  
Mailstop: PLE C-1  
5781 Van Allen Way  
Carlsbad, CA 92008  
Tel: 1-800-955-6288, option 3,2  
Fax: 1-925-426-2051  
Email: Service.Sales@LifeTech.com

QUOTE NO. 40492242  
ORIGINAL QUOTATION DATE 11/16/2017  
REVISION DATE 01/24/2018  
EFFECTIVE 04/01/2018 TO 03/31/2023

QUOTE VALID TO 03/31/2018

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
----------	------	--	---------------	----------	-----------------------

This AB Instrument Services for Diagnostics Plan is subject to and governed by the Life Technologies Service Agreement Terms and Conditions attached to this Quotation, rather than Applied Biosystems' General Terms and Conditions of Sale. By ordering or otherwise accepting an AB Instrument Services for Diagnostics Plan, you agree to these Service Agreement Terms and Conditions to the exclusion of all other terms relating the AB Instrument Services for Diagnostics Plan not expressly agreed to in writing by an authorized representative of Life Technologies.

### AB Instrument Services for Diagnostics Plan Includes

1. Parts, labor and travel for remedial repair.
2. No charge for annual planned maintenance visit(s). The number of planned maintenance visits is indicated in LT's quotation (A). The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period. Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3,1 or email them at InstrumentServices@Lifetech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.
3. Guaranteed priority response time of 2 business days after receipt of a service call for instruments located in LT's Service Zones 1 and 2. If LT fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to LT or causes beyond the reasonable control of LT, LT will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day LT's response is late. (See footnote (B) for call time cut off, other details, and terms and conditions.)
4. Target response time of 2 business days for remedial repairs outside of Zones 1 and 2. LT will use reasonable efforts to respond within 2 business days from receipt of a service call.
5. Priority telephone and email access to instrument technical support.
6. Telephone and email access to application technical support.
7. Instrument recalibration as required.
8. Operational Qualification/Instrument Performance Verification (OQ/IPV) service at no cost to customer during the plan period, as required (A).

### Important Notes and Footnotes

It is customer's responsibility to provide access to LT so LT may complete service, planned maintenance, Operational Qualification/Installation Performance Verification, and other service calls within the plan period. Calls not completed within a plan period will be cancelled unless LT failed to make reasonable efforts to complete the call within the plan period.

(A) LT may perform more than the scheduled number of OQ/IPVs at LT's sole discretion.

(B) A service call must be received by LT's service center before 2:00 PM local time (U.S.A. Eastern, Central, Mountain, or Pacific time) for priority response time service. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, LT's Service Plan Administrator must receive notice in writing (email notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is LT's sole obligation and customer's sole remedy for failure of LT to respond to a service call within two business days for the LT Instrument Services for Diagnostics Plan. The address of LT's Service Plan Administrator is Life Technologies Service Plan Administrator, 6065 Sunol Blvd, Pleasanton, CA 94566 (email: Service.Sales@LifeTech.com).

**SERVICE AGREEMENT  
QUOTATION**

Life Technologies Corporation  
North American Sales and Service  
Attn: Service Contract Administration  
Mailstop: PLE C-1  
5781 Van Allen Way  
Carlsbad, CA 92008  
Tel: 1-800-955-6288, option 3,2  
Fax: 1-925-426-2051  
Email: Service.Sales@LifeTech.com

QUOTE NO. 40492242  
ORIGINAL QUOTATION DATE 11/16/2017  
REVISION DATE 01/24/2018  
EFFECTIVE 04/01/2018 TO 03/31/2023  
QUOTE VALID TO 03/31/2018

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
<p>To reduce the number of pages, we are directing you to Life's Instrument Services Terms and Conditions on our website. Please read the important statement below carefully.</p> <p>This quotation, and Life's <b>INSTRUMENT SERVICES TERMS and CONDITIONS</b> (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life is offering to sell the service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life's Instrument Services Terms and Conditions to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life, and that the purchase and sale transaction between you and Life is subject to and will be governed by this quotation and Life's Instrument Services Terms and Conditions.</p> <p>Life's Instrument Services Terms and Conditions can be found on Life's website at <a href="http://www.lifetechnologies.com/termsandconditions">http://www.lifetechnologies.com/termsandconditions</a> under the "terms and conditions" link at the bottom of Life's webpage.</p> <p>If you have any questions, please visit our website at <a href="http://www.lifetechnologies.com">www.lifetechnologies.com</a>.</p>					

~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.